

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 1
	TO LEASE NO. GS-09B-03070
ADDRESS OF PREMISES 2216 W. BEVERLY BLVD MONTEBELLO CA 90640	PDN Number: <div style="text-align: center; font-size: 1.5em;">N/A</div>

THIS AMENDMENT is made and entered into between **Beverly Wilcox Properties, LLC**

whose address is: 1351 Westwood Blvd, Suite 122
Los Angeles, CA 90024

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective upon execution by the Government as follows: to establish the beneficial occupancy date, restate the square footage and the common area factor, revise the total annual rent, revise the termination rights, and replace Exhibit A.

Accordingly, Lease Term Paragraph, Paragraph 1.03. A. "Rent and Other Consideration", Paragraph 1.05 "Termination Rights", and Exhibit A. "Proposed Floor Plan" are deleted in their entirety and substituted therefore. Paragraph 1.01. "The Premises" is restated as follows on Page 2 of this Lease Amendment Number 1.

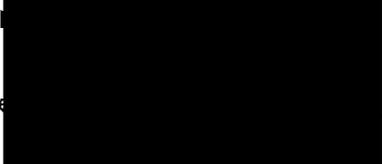
LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning on **February 3, 2014** continuing through **February 2, 2029**, subject to termination and renewal rights as may be hereinafter set forth.

This Lease Amendment contains 3 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR 
 Signature: _____
 Name: Beverly Wilcox
 Title: President
 Entity Name: Beverly Wilcox Properties, LLC

FOR THE GOVERNMENT 
 Signature: _____
 Name: _____
 Title: _____
 GSA, Public Buildings Service,

Date: 1.29.14

Date: 2/4/2014

WITNESSED FOR THE LESSOR BY:


 Signature: _____
 Name: Marie Williams
 Title: Manager
 Date: 1.29.14

1.01 THE PREMISES (SUCCEEDING) (JUN 2012)

Unless otherwise noted, the Government accepts the Premises and tenant improvements in their existing condition, except where specifications or standards are contained elsewhere in this Lease. These standards include security improvements, Fire Protection and Life Safety requirements, ABAAS compliance, as well as compliance with all local codes and ordinances. Such acceptance by the Government of existing Premises shall not relieve Lessor of continuing obligations for cleaning, janitorial, maintenance, repair, etc. as set forth in the Lease paragraphs and attached General Clauses.

The Premises are described as follows:

A. **Office and Related Space:** 10,535 rentable square feet (RSF), yielding 10,535 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located at 2216 W. Beverly Blvd., Montebello, CA, as depicted on the floor plan(s) attached hereto as **Exhibit A**.

B. **Common Area Factor:** The Common Area Factor (CAF) is established as 1.0 percent. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.03. RENT AND OTHER CONSIDERATION (JUN 2012)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	YEARS 1-5	YEARS 6-10	YEARS 11-15
	ANNUAL RENT	ANNUAL RENT	ANNUAL RENT
SHELL RENT ¹	\$297,130.00	\$326,843.00	\$359,527.30
TENANT IMPROVEMENTS RENT ²	\$0.00	\$0.00	\$0.00
OPERATING COSTS	\$95,675.00	\$95,675.00	\$95,675.00
TOTAL ANNUAL RENT	\$392,805.00	\$422,518.00	\$455,202.30

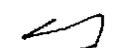
1. Shell rent increases by 10% every 5 years.

2. Upon completion and acceptance of Tenant Improvements, the (maximum) Tenant Improvements Allowance that will be amortized into the rent will be \$50.9466 per USF at 9% per annum over the remaining firm term of the lease.

1.05 TERMINATION RIGHTS (AUG 2011)

The Government may terminate this Lease, in whole or in part, at any time effective after **February 2, 2024**, by providing not less than **180 days'** prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

INITIALS:


LESSOR

&


GOVT